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Testimony on House Bill 5438

AAC THE RIGHTS AND RESPONSIBILITIES OF LANDLORDS AND TENANTS REGARDING THE TREATMENT OF BED BUG INFESTATIONS

I am pleased to know that State Legislation is working on a bill for bed bugs. After reading the bill, I am concerned for the landlord and the 60 day disclosure that would be required for new tenants who would be moving into a place with a bed bug infestation. If the landlord treats the place with chemicals. I think the disclosure would be appropriate. If the landlord treats the place with heat, there should be an exception to the 60 day disclosure rule.

Being a real estate agent for more than 5 years, I am familiar with financial responsibilities of the Landlord and loss of not renting out units. I am not pest control expert, I did how ever watched Discovery Channel Stories on Bed Bug Infestations. According to them, a property temperature that has been raised to 140 degrees for 3 hours would kill the Bed Bugs and their eggs. University of Kentucky Entomology Michael F. Potter, Extension Entomologist wrote how to treat bed bugs: <http://www2.ca.uky.edu/entomology/entfacts/ef636.asp> If a landlord used heat, it would kill the bedbugs and their eggs, thus killing the infestation.

Section 1: 3 (3)(4) (5) "Bed bug detection team" means a scent detection canine team that holds a current, independent, third-party certification in accordance with the guidelines for Minimum Standards for Canine Bed Bug Detection Team Certification established by the National Pest Management Association

A landlord should not be required to hire a 3 party detection team if they visual seen the bed bugs. This would be a waste of money. Exception should be made if the landlord or property management did a visual inspection and found bedbugs, they can treat for bedbugs.

In Section (2)(A), it states and such tenant shall be responsible for all costs associated with preparing a dwelling unit for such inspection and treatment.

Could you please define what the tenant might be liable, and what programs might be available if the tenant is unemployed, or social services and could not pay for the cost associated with preparing the dwelling.